

B 210A (Form 210A) (12/09)

UNITED STATES BANKRUPTCY COURT

Southern District of New York

In re Lehman Brothers Holdings Inc., et al.

Case No. 08-13555 (JMP)

PARTIAL TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of a portion of the claim referenced in this evidence and notice.

Elliott Associates, L.P.

Name of Transferee

Morgan Stanley & Co. International plc

Name of Transferor

Name and Address where notices to transferee should be sent:

C/O ELLIOTT MANAGEMENT CORPORATION
40 West 57th Street
New York, N.Y. 10019
Attn: Michael Stephan
Email mstephan@elliottmgmt.com
Phone: (212) 478-2310
Fax: (212) 478-2311
Last Four Digits of Acct #: _____

Court Claim # (if known): Please see attached schedule

Amount of Claim: Please see attached schedule

Date Claim Filed: _____

Phone: +44 20 7677-7974

Last Four Digits of Acct#: _____

Name and Address where notices to transferee payments should be sent (if different from above):

Phone: _____

Last Four Digits of Acct #: _____

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: Elliott Capital Advisors, L.P., as general partner

By: Braxton Associates, Inc., as general partner

By: _____

Transferee/Transferee's Agent

Date: February 9, 2012

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.
By: Elliot Greenberg, Vice President

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **MORGAN STANLEY & CO. INTERNATIONAL PLC** ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to **ELLIOTT ASSOCIATES, L.P.** (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the amounts specified in Schedule 1 attached hereto (each a "Purchased Claim", and collectively, the "Purchased Claims"), in Seller's right, title and interest in and to the claims evidenced by the Proofs of Claim identified by the Proof of Claim Numbers specified in Schedule 1 (each, a "Proof of Claim") filed by or on behalf of Seller's predecessors in interest, against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights, title and benefits of Seller relating to each Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, principal, interest, damages, penalties, fees or any other property, which may be paid or distributed with respect to such Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way such Purchased Claim, whether under a plan of reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with such Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to or evidencing such Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Transferred Claims (defined herein), but only to the extent related to such Purchased Claim, and any and all of Seller's right, title and interest in, to and under any right or remedy of Seller or any prior seller against any prior seller in respect of such Purchased Claim, (c) the security or securities (any such security, a "Purchased Security") relating to such Purchased Claim and specified in Schedule 1, and (d) any and all rights, remedies, claims and causes of actions regarding any of the foregoing; and (e) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), (c), (d) and (e), the "Transferred Claims"). For the avoidance of doubt, the Purchaser does not acquire any liabilities or obligations with respect to the Transferred Claims or the Seller or any predecessor in interest of Seller.

The Purchased Claims were transferred from Standard Chartered Bank (Hong Kong) Limited ("SCB") to Seller as evidenced at docket number 25354.

2. Seller hereby represents and warrants to Purchaser that, as of the date hereof: (a) each Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) each Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good legal and marketable title to the Transferred Claims, free and clear of any and all liens, claims, objections, set-off rights, security interests, participations, factoring agreements or encumbrances created or incurred by Seller or against Seller, and all filings required to evidence Seller's title to the Transferred Claims have been duly and timely filed with the Court; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) each Proof of Claim includes the relevant portion of the relevant Purchased Claim as specified in Schedule 1, and, assuming the truth and accuracy of SCB's representations to Seller, each Purchased Claim is accurately described therein; (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will give rise to any setoff, defense or counterclaim or that will result in Purchaser receiving in respect of any Purchased Claim proportionately less payments or distributions or less favorable treatment than other allowed Class 5 Claims (as defined in the Debtor's Third Amended Joint Chapter 11 Plan (the "Debtor's Plan")); (g) assuming the truth and accuracy of SCB's representations to Seller, no Purchased Claim is subject to a "Plan Support Agreement" as defined in the Debtor's Plan; (h) to the extent and in the form received from SCB, Seller has, with respect to certain Purchased Claims as identified in column 9 of Schedule 1, delivered to Purchaser copies of the "Notices of Proposed Allowed Claim

Amount" originally delivered by the Debtor to Seller's predecessors in interest pursuant to that certain Order dated August 10, 2011 Approving Procedures for the Determination of the Allowed Amount of Claims Filed Based on Structured Securities Issued or Guaranteed by Lehman Brothers Holdings Inc.; and (i) assuming the truth and accuracy of SCB's representations to Seller, no objections have been filed in the Proceedings relating to any Purchased Claim.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives, with respect only to the Transferred Claims, to the fullest extent permitted by law any notice or right to receive notice of a hearing with respect to such transfer pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable, documented, out-of-pocket attorneys' fees and expenses, that result from Seller's breach of its representations, warranties, covenants and agreements made herein.


5. Seller shall promptly (but in any event on no later than the third (3rd) business day (following receipt) remit any notices, correspondence, payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, (but in any event on no later than the fifth (5th) business day following the date hereof), to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to any Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address specified in Schedule 2 attached hereto or such other address as may be specified in writing by the applicable party from time to time. This Agreement and Evidence of Transfer (including the Schedules hereto) may only be amended, modified or supplemented by an agreement in writing signed by each party hereto; provided, however, that either party may change its information set forth in Schedule 2 by prior written notice to the other party. The illegality, invalidity or unenforceability of any provision of this Agreement under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is
executed this 9 day of February, 2012.

**MORGAN STANLEY & CO. INTERNATIONAL
PLC**

By: 
Name: _____
Title: **LEE SETYON**
Authorised Signatory

ELLIOTT ASSOCIATES, L.P.

By: Elliott Capital Advisors, L.P., General Partner
By: Braxton Associates, Inc., General Partner

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is
executed this 9 day of February, 2012.

**MORGAN STANLEY & CO. INTERNATIONAL
PLC**

By: _____
Name:
Title:

ELLIOTT ASSOCIATES, L.P.
By: Elliott Capital Advisors, L.P., General Partner
By: Braxton Associates, Inc., General Partner

By: 
Name: ELLIOT GREENBERG
Title: VICE PRESIDENT

SCHEDULE 1

Transferred Claims

Purchased Claims

Please see attached chart.

Lehman Programs Securities to which Transfer Relates

Please see attached chart.

SCHEDULE 1 TO AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM- LEHMAN PROGRAM SECURITY (MORGAN STANLEY to ELLIOTT ASSOCIATES)

[illegible]

[illegible]

XS0369515084	Lehman Brothers Treasury Co., BV	Lehman Brothers Holdings Inc.	48453	301,894	105,509 HKD	821,301	Y
XS0369515084	Lehman Brothers Treasury Co., BV	Lehman Brothers Holdings Inc.	48500	64,233	22,449 HKD	174,745	N
XS0369545313	Lehman Brothers Treasury Co., BV	Lehman Brothers Holdings Inc.	38072	130,000	46,814 USD	46,814	Y
XS0369545313	Lehman Brothers Treasury Co., BV	Lehman Brothers Holdings Inc.	39041	80,000	28,685 USD	28,685	Y
XS0369545313	Lehman Brothers Treasury Co., BV	Lehman Brothers Holdings Inc.	39054	80,000	28,685 USD	28,685	Y
XS0369545313	Lehman Brothers Treasury Co., BV	Lehman Brothers Holdings Inc.	39416	65,000	23,307 USD	23,307	N
XS0369545313	Lehman Brothers Treasury Co., BV	Lehman Brothers Holdings Inc.	39622	70,000	25,100 USD	25,100	Y
XS0369545313	Lehman Brothers Treasury Co., BV	Lehman Brothers Holdings Inc.	39625	300,000	107,570 USD	107,570	N
XS0369545313	Lehman Brothers Treasury Co., BV	Lehman Brothers Holdings Inc.	39673	65,000	23,307 USD	23,307	N
XS0369545313	Lehman Brothers Treasury Co., BV	Lehman Brothers Holdings Inc.	39710	130,000	46,614 USD	46,614	N
XS0369545313	Lehman Brothers Treasury Co., BV	Lehman Brothers Holdings Inc.	47574	65,000	23,307 USD	23,307	Y
XS0369545313	Lehman Brothers Treasury Co., BV	Lehman Brothers Holdings Inc.	48128	100,000	35,857 USD	35,857	N
XS0369545313	Lehman Brothers Treasury Co., BV	Lehman Brothers Holdings Inc.	48360	250,000	89,641 USD	89,641	Y
XS0369545313	Lehman Brothers Treasury Co., BV	Lehman Brothers Holdings Inc.	48383	90,000	32,271 USD	32,271	N
XS0369545313	Lehman Brothers Treasury Co., BV	Lehman Brothers Holdings Inc.	48387	170,000	60,956 USD	60,956	Y
XS0369545313	Lehman Brothers Treasury Co., BV	Lehman Brothers Holdings Inc.	48393	300,000	107,570 USD	107,570	Y
XS0369545313	Lehman Brothers Treasury Co., BV	Lehman Brothers Holdings Inc.	48419	75,000	26,892 USD	26,892	N
XS0369545313	Lehman Brothers Treasury Co., BV	Lehman Brothers Holdings Inc.	48451	390,000	139,841 USD	139,841	Y
XS0369545313	Lehman Brothers Treasury Co., BV	Lehman Brothers Holdings Inc.	48506	150,000	53,785 USD	53,785	Y
XS0369799845	Lehman Brothers Treasury Co., BV	Lehman Brothers Holdings Inc.	37788	65,000	22,377 USD	22,377	N
XS0369799845	Lehman Brothers Treasury Co., BV	Lehman Brothers Holdings Inc.	38156	65,000	22,377 USD	22,377	N
XS0369799845	Lehman Brothers Treasury Co., BV	Lehman Brothers Holdings Inc.	38300	130,000	44,754 USD	44,754	N
XS0369799845	Lehman Brothers Treasury Co., BV	Lehman Brothers Holdings Inc.	38332	65,000	22,377 USD	22,377	Y
XS0369799845	Lehman Brothers Treasury Co., BV	Lehman Brothers Holdings Inc.	38800	65,000	22,377 USD	22,377	Y
XS0369799845	Lehman Brothers Treasury Co., BV	Lehman Brothers Holdings Inc.	39471	70,000	24,098 USD	24,098	N
XS0369799845	Lehman Brothers Treasury Co., BV	Lehman Brothers Holdings Inc.	47516	65,000	22,377 USD	22,377	N
XS0369799845	Lehman Brothers Treasury Co., BV	Lehman Brothers Holdings Inc.	47532	80,000	27,541 USD	27,541	Y
XS0369799845	Lehman Brothers Treasury Co., BV	Lehman Brothers Holdings Inc.	47681	65,000	22,377 USD	22,377	N
XS0369799845	Lehman Brothers Treasury Co., BV	Lehman Brothers Holdings Inc.	48223	90,000	30,984 USD	30,984	N
XS0369799845	Lehman Brothers Treasury Co., BV	Lehman Brothers Holdings Inc.	48273	2,000,000	688,525 USD	688,525	N
XS0369799845	Lehman Brothers Treasury Co., BV	Lehman Brothers Holdings Inc.	48330	125,000	43,033 USD	43,033	Y
XS0369799845	Lehman Brothers Treasury Co., BV	Lehman Brothers Holdings Inc.	48493	65,000	22,377 USD	22,377	Y
XS0369799845	Lehman Brothers Treasury Co., BV	Lehman Brothers Holdings Inc.	48518	100,000	34,426 USD	34,426	Y
XS0369799928	Lehman Brothers Treasury Co., BV	Lehman Brothers Holdings Inc.	36708	64,232	23,357 HKD	181,818	N
XS0369799928	Lehman Brothers Treasury Co., BV	Lehman Brothers Holdings Inc.	37851	64,233	23,357 HKD	181,818	N
XS0369799928	Lehman Brothers Treasury Co., BV	Lehman Brothers Holdings Inc.	38787	385,396	140,144 HKD	1,090,909	Y
XS0369799928	Lehman Brothers Treasury Co., BV	Lehman Brothers Holdings Inc.	48391	64,233	23,357 HKD	181,818	Y
XS0369799928	Lehman Brothers Treasury Co., BV	Lehman Brothers Holdings Inc.	48395	64,233	23,357 HKD	181,818	Y
XS0369799928	Lehman Brothers Treasury Co., BV	Lehman Brothers Holdings Inc.	48494	64,233	23,357 HKD	181,818	Y
XS0370386442	Lehman Brothers Treasury Co., BV	Lehman Brothers Holdings Inc.	38884	65,000	18,571 USD	18,571	Y
XS0370386442	Lehman Brothers Treasury Co., BV	Lehman Brothers Holdings Inc.	38956	200,000	57,143 USD	57,143	Y
XS0370386442	Lehman Brothers Treasury Co., BV	Lehman Brothers Holdings Inc.	48124	85,000	24,286 USD	24,286	Y
XS0370386954	Lehman Brothers Treasury Co., BV	Lehman Brothers Holdings Inc.	37906	128,465	45,279 HKD	352,459	Y
XS0370386954	Lehman Brothers Treasury Co., BV	Lehman Brothers Holdings Inc.	37923	128,465	45,279 HKD	352,459	Y
XS0370386954	Lehman Brothers Treasury Co., BV	Lehman Brothers Holdings Inc.	38037	64,233	22,639 HKD	176,230	Y
XS0370386954	Lehman Brothers Treasury Co., BV	Lehman Brothers Holdings Inc.	38102	64,233	22,639 HKD	176,230	N
XS0370386954	Lehman Brothers Treasury Co., BV	Lehman Brothers Holdings Inc.	38344	64,233	22,639 HKD	176,230	N
XS0370386954	Lehman Brothers Treasury Co., BV	Lehman Brothers Holdings Inc.	38586	64,233	22,639 HKD	176,230	Y
XS0370386954	Lehman Brothers Treasury Co., BV	Lehman Brothers Holdings Inc.	39223	128,465	45,279 HKD	352,459	N
XS0370386954	Lehman Brothers Treasury Co., BV	Lehman Brothers Holdings Inc.	39241	64,233	22,639 HKD	176,230	Y
XS0370386954	Lehman Brothers Treasury Co., BV	Lehman Brothers Holdings Inc.	48361	77,079	27,167 HKD	211,475	Y
XS0370964073	Lehman Brothers Treasury Co., BV	Lehman Brothers Holdings Inc.	38795	111,551	37,183 AUD	45,000	Y
XS0370964073	Lehman Brothers Treasury Co., BV	Lehman Brothers Holdings Inc.	39641	61,973	20,657 AUD	25,000	N
XS0370964073	Lehman Brothers Treasury Co., BV	Lehman Brothers Holdings Inc.	39712	123,945	41,315 AUD	50,000	N
XS0370964073	Lehman Brothers Treasury Co., BV	Lehman Brothers Holdings Inc.	47583	90,893	30,298 AUD	36,667	Y
XS0370964073	Lehman Brothers Treasury Co., BV	Lehman Brothers Holdings Inc.	47674	1,900,490	633,497 AUD	766,667	Y
XS0370964073	Lehman Brothers Treasury Co., BV	Lehman Brothers Holdings Inc.	48475	66,104	22,035 AUD	26,667	N

SCHEDULE 2

Notice Addresses

Seller

Notice Address:
MORGAN STANLEY & CO. INTERNATIONAL PLC
25, Cabot Square
Canary Wharf
London E14 4QA
Attn: Brian Cripps

With a copy to:
MORGAN STANLEY & CO. LLC
Attn: Joshua Rawlins
1585 Broadway
2nd Floor
New York, NY 10036

Purchaser

Notice Address:
ELLIOTT ASSOCIATES, L.P.
c/o Elliott Management Corporation
40 W. 57th Street, 4th Floor
New York, NY 10019
Attn: Michael Stephan
Tel: 212-478-2310